

Attorney Docket No. 077095-0014

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: Alan Finlay

Application No.: 10/589,324

Filing Date: August 14, 2006

For: MASS SPECTROMETER SYSTEM

**POWER OF ATTORNEY BY ASSIGNEE AND  
CERTIFICATION UNDER 37 C.F.R. § 3.73(b)**

Commissioner For Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

I, the undersigned, acting on behalf of the Assignee of the entire right, title and interest in the above-identified patent application, by virtue of Assignments submitted for recordation in the U.S. Patent and Trademark Office (copies attached hereto), appoint the attorneys and agents associated with **CUSTOMER NUMBER 1923** to prosecute this application and transact all business with the U.S. Patent and Trademark Office in connection therewith. This appointment is to the exclusion of the inventor and his attorney(s) and agent(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Direct all telephone calls to Monique A. Morneault (312) 372-2000. Address all correspondence to:

**Customer No. 1923  
Monique A. Morneault, Esq.  
McDermott Will & Emery LLP  
227 West Monroe Street  
Chicago, Illinois 60606-5096**

Attorney Docket No. 077095-0014

In accordance with 37 C.F.R. § 3.73(b), I hereby certify that I am empowered to act on behalf of the Assignee. To the best of my knowledge and belief, title is in the Assignee, as evidenced by the Assignment noted above.

I further declare that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of this application or any patent resulting therefrom.

Assignee: MICROSAIC SYSTEMS LIMITED

Signature: Alan Finlay

Typed Name: ALAN FINLAY

Title: CEO

Date: 22 MAY 2007.

Address: GMS House, Boundary Road

Woking Surrey, England GU21 5BX

CHI99 4806103-1.077095.0014

### ASSIGNMENT

THIS ASSIGNMENT is effective the 12<sup>th</sup> February 2004 and is made between

Alan Finlay, an Irish citizen of 14 Stanmore Road, Richmond, Surrey, TW9 2DE United Kingdom (hereinafter referred to as the Inventor), of the first part and

Microsaic Systems Limited a British company of 8 Clifford Street, London W1S 2LQ, England (hereinafter referred to as Microsaic) of the second part.

#### WHEREAS

(a) The inventor has made certain inventions or discoveries (or both) set forth in an application for Letters Patent and relating to "Mass Spectrometer System";

(b) The Inventor is, or was at the time the invention was made, an employee of Microsaic or was under contractual obligation with Microsaic, and made the said inventions and/or discoveries in the course of carrying out his duties as such employee or contractual duties;

(c) The Inventor agrees that the said duties were such that the same inventions and/or discoveries might reasonably be expected to result therefrom and that in consideration of such employment or contract his interest in and to the said inventions and or discoveries is held in trust for and is the absolute property of Microsaic or whomsoever Microsaic may nominate; and

(d) Microsaic has requested the Inventor agree to execute the ratification of assignment hereinafter contained.

NOW THIS DEED WITNESSETH that in consideration of the premises and of the sum of Ten Pounds (£10) the receipt of which is hereby acknowledged and without reservations:

1. The Inventor hereby assigns, transfers and conveys unto Microsaic the entire right and title and interest in and to the said inventions and/or discoveries, the said application for Letters Patent and any and all other applications for Letters Patent or otherwise on the said inventions and/or discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation applications and applications under the International (Paris) Convention, European Patent Convention, Patent Cooperation Treaty, Community Patent Convention, or otherwise, based in whole or in part upon said inventions and/or discoveries, or upon the said application, and in and to any and all Letters Patent, reissues and extensions of Letters Patent granted for said inventions and/or discoveries or upon the said application, and every priority right that is or may be predicated upon or arise from said inventions and/or discoveries, said application and Letters Patent;
2. The Inventor hereby authorizes Microsaic to file and assents to Microsaic filing patent applications in any or all countries on any or all of said inventions and/or discoveries in the name of the Inventors or in the name of Microsaic or otherwise as Microsaic may deem advisable, under the terms of the International (Paris) Convention, European Patent Convention, Patent Cooperation Treaty, Community Patent Convention or otherwise;
3. The Inventor hereby warrants that he has not knowingly conveyed to others any right in the said inventions and/or discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions and/or discoveries; and that the Inventor has good right to assign the same unto Microsaic without encumbrance;

4. The Inventor hereby binds his heirs, legal representatives and assigns, as well as himself, to do, upon Microsaic's request and at Microsaic's expense, but without additional consideration to him or to Microsaic, all acts reasonably serving to assure that the said inventions and/or discoveries, the said patent application and the said Letters Patent shall be held and enjoyed by Microsaic as fully and entirely as the same could have been held and enjoyed by the Inventor, his heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Microsaic all lawful application documents including petitions, specifications, oaths, powers of attorney, and all assignments, disclaimers and lawful affidavits in form and substance as may be required by Microsaic; to communicate to Microsaic all facts known to the Inventor relating to said inventions and/or discoveries or the history thereof; and to furnish Microsaic with any and all documents, photographs, models, samples and other physical exhibits in the Inventor's control or in the control of his heirs, legal representatives or assign which may be useful for establishing the facts of the conceptions, disclosures, and reduction to practice of said inventions and/or discoveries.
5. The Inventor hereby irrevocable appoints Microsaic as his Attorney in their name to execute any document and do any act or thing as may be required to comply with the provisions of paragraphs 2 and 4 above.

IN WITNESS WHEREOF THE  
Alan Finlay  
has executed this Assignment

this 19 day of APRIL, 2004

)  
)  
)  
) Alan Finlay  
Inventor Signature

In the presence of

[Signature]

Witness

[Signature]

Witness

Signed on behalf of the

said Microsaic Systems Limited

this 19<sup>th</sup> day of April, 2004

)  
)  
)  
) [Signature]  
Name: Eric Keatman  
Title: Director